

EXHIBIT A

SECTION 19
INVESTIGATION AND DISCIPLINE

A. DISCIPLINE AND DISCHARGE

1. Before a Pilot is disciplined or discharged, the Pilot shall be notified in writing, as required by Subsection 19.C.7., of the specific charge(s) against the Pilot. The notification must be made with reasonable promptness after the date on which the Company had or reasonably should have had knowledge of the event or action upon which the charge(s) are based. The notice of charge(s) shall, at a minimum, state the charge(s) against the Pilot, and contain a brief description of the facts supporting the charge(s).
(Notification of charges against pilot.)
2. Within ten (10) calendar days from receipt of the notice, the Pilot or the Association may ask for a hearing on the charge(s) by submitting a written request to the Vice President of Flight Operations. The Pilot shall have the right to be represented and call witnesses at such hearing in accordance with Section 18.
(Pilot has 10 days from receipt of charges to request hearing)
3. A hearing shall be held by the Vice President of Flight Operations or a designee within ten (10) calendar days after receipt of the Pilot's written request. Within ten (10) calendar days after the close of the hearing, the Vice President of Flight Operations or a designee shall issue a written decision to the Pilot.
(Hearing held within 10 days; decision rendered within 10 days of hearing)
4. The Company may hold a Pilot out of service with all pay and benefits continued until the date of the Vice President of Flight Operations' or a designee's written decision.
5. The Company and the Association may extend the time limits set forth in this Subsection 19.A. by mutual written agreement.

B. RIGHT OF APPEAL

If the Pilot is dissatisfied with the Vice President of Flight Operations' or a designee's decision, the Pilot shall have the right of appeal in accordance with Section 21.

C. GENERAL

(Probationary pilots not covered)

1. This Section 19 shall not apply to a Pilot during the Pilot's probationary period.
2. Except for probationary Pilots, no Pilot shall be disciplined or discharged except for just cause.
3. If, as a result of any hearing, the charges against the Pilot are determined to be unfounded:
 - a. The Pilot shall be reinstated without loss of seniority and longevity;
 - b. Any pay and benefits lost because of the discipline shall be promptly restored to the Pilot;
 - c. Any opportunity for a change in Position based upon seniority lost because of the discipline shall promptly be restored to the Pilot subject to the Pilot's completion of applicable training;
 - d. The Pilot's personnel records shall be cleared of any reference to the charge(s); and
 - e. The Company shall treat the discipline for all purposes, including the Pilot Records Improvement Act of 1996, and in all records as having been "overturned."

4. Time Limits

(Pilot failure to request hearing shall result in loss of right to appeal)

(Company failure to render a decision shall result in automatic appeal)

- a. Whenever a Pilot fails to request a hearing or fails to appeal a decision within the deadlines prescribed by this Section 19, the discipline shall be imposed without further right to appeal.
- b. The failure of a Company representative to issue a decision or hold a hearing within the deadlines prescribed by this Section 19 shall be deemed as upholding the proposed discipline and such proposed discipline shall be deemed to have been immediately and automatically appealed to the next step unless the Pilot indicates that the Pilot wishes to withdraw such appeal.

5. Neither the Company nor the Association shall use recording devices other than stenographic records in any investigation or disciplinary hearing(s) unless prior written agreement is obtained from the other party. When it is mutually agreed that a stenographic record is to be taken of the investigation or disciplinary hearing(s) in whole or in part, the cost shall be borne equally by both parties to the dispute. Such stenographic records shall be taken by a certified court reporter, unless the parties agree otherwise. In the event it is not mutually agreed that a stenographic record of an investigation or disciplinary hearing(s) shall be taken, either party may make such written record of the investigation or disciplinary hearing(s) at the party's own expense, provided that neither party may make a certified stenographic record without reasonable advance notice to the other party.
6. Upon request, a Pilot's personnel file shall be open for inspection by the Pilot during normal office hours in the presence of a Company representative. Nothing of a derogatory nature shall be placed in a Pilot's file unless a copy is promptly provided the Pilot in accordance with this Subsection 19.C.6. Upon receipt of such report, the Pilot shall have the option of responding by returning comments or an explanation for inclusion with the report in the Pilot's file or by challenging the truth or accuracy of the report. If the Company determines the challenge is justified, the report shall be removed from the Pilot's file and destroyed. However, if the Company determines that the challenge is not justified, it shall notify the Pilot who may then utilize the provisions of Section 20 to appeal the decision.
 - a. At a Pilot's request, any disciplinary records or correspondence of a derogatory nature shall be removed from the Pilot's file after three (3) years from the date of issuance unless within that three (3) year period there has been an occurrence of the same or similar nature; provided, however the Company may retain only those records as are required by, and for the period prescribed by, the Pilot Records Improvement Act of 1996 or other applicable law or governmental regulation. Such records shall not be used, disclosed or otherwise made avail-

(Only stenographic devices are allowed unless prior agreement between the parties)

(Pilot personnel file shall be open for inspection by pilot)

(Nothing of a derogatory nature shall be placed in file unless a copy is provided to pilot)

(Pilot may request disciplinary records be removed from personnel file after three years)

able for any purpose other than compliance with the Act, law or regulation.

7. All notification(s) shall be made in writing via U.S. Postal Service Certified Mail, Return Receipt Requested or by an express delivery service, signature required, addressed to the last known address of the party to whom the notice is being given.
 - a. Personal delivery with a signed and dated receipt may be used in lieu of Certified Mail or express delivery service. Where personal delivery is used, such delivery shall not be made at the beginning of or during a Pilot's pairing.
 - b. All time limits specified in this Section 19 shall be determined by the date of first attempted delivery. If delivery is delayed by authorized absence (e.g., sick leave, vacation, out-of-domicile training), time limits shall run from the date of return from absence or actual delivery, whichever occurs first.
8. A copy of all notification(s) and/or decision(s), whichever are applicable, shall be furnished by the party sending the notice or decision to the ALPA Contract Administration Office and the MEC Chairman using the same method by which the notice was sent to the affected Pilot.